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IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1959

No. 922

MRS. AMELIA MILLS BYRAM,

Petitioner,

versus

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,

Respondent.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT.

GROVE STAFFORD,
628 Murray Street,
Alexandria, Louisiana,
Counsel for Petitioner.

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IN THE

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OCTOBER TERM, 1959

No. ———

MRS. AMELIA MILLS BYRAM,

Petitioner,

versus

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,

Respondent.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT.

Petitioner prays that a *writ of certiorari* issue to review the judgment of the United States Court of Appeals for the Fifth Circuit entered in this cause on February 11, 1960.

OPINIONS BELOW.

The opinion of the District Court (R. 42) reported in 180 F. Supp. 620, is printed in Appendix A, p. 12.

The judgment of the District Court (not reported, R. 58) is printed in Appendix B, p. 23.

The opinion of the Circuit Court of Appeals (R. 72) printed in Appendix C, p. 24, is reported in 274 F. (2d) 822.

The judgment of the Circuit Court of Appeals (R. 74) printed in Appendix D, p. 25, is not reported.

The order of the Circuit Court of Appeals denying a rehearing (not reported) is printed in Appendix E, p. 26.

JURISDICTION.

The judgment of the Circuit Court of Appeals was entered on February 11, 1960 (R. 74). Rehearing was denied on March 31, 1960 (R. 81). The jurisdiction of this Court is invoked under 28 U. S. C. Sec. 1254 (1).

STATUTE INVOLVED.

The statute here involved, Louisiana R. S. 22:170, 171, is included in the opinion of the District Judge, Appendix A, pp. 14, 15.

QUESTIONS PRESENTED.

(1) May a life insurance company "double date" a policy of insurance, an indivisible contract issued for

a single premium, so that it goes into effect on the earlier date (called "Register Date"), when the first premium was collected, but delay the running of the suicide clause, and the incontestable clause, until later, when the policy is actually executed (called "Date of Issue"), and be permitted thereby to use as a defense the fact that the insured committed suicide more than two years after the effective date of the policy, and after it had collected premiums for the same two years?

(2) May an insurer avoid provisions in the application, and in the receipt for the first premium, that are favorable to the insured, by writing into the policy itself other clauses less favorable, and inconsistent with the terms of the other instruments that form a part of the policy?

STATEMENT.

On April 14, 1955, James E. Byram made a written application for a policy of life insurance (R. 52). On the same day he paid the first premium (R. 53), and was given a receipt providing that if he passed the medical examination, the insurance applied for would take effect as of the date of the receipt (R. 31).

The policy was executed in New York on May 9, 1955 (R. 13), but was made effective as of April 16, 1955 (Pet. Par. 3, R. 6 and Ans. Par 3, R. 12), the date of the satisfactory medical examination (R. 46).

On June 9, 1955, a second policy was applied for (R. 46). The application contained the following request:

> "Please date contract 16 April 1955 conserving age 42." (R. 46.)

On June 13, 1955, Byram paid the premium on this policy from April 16, 1955, to July 16, 1955 (R. 54).

The second policy was executed in New York on July 6, 1955 (R. 13), but was made effective as of April 16, 1955 (R. 55).

The two policies went to the Court of Appeals in the original (R. 62). They have not been included in this record. However, the parts needed, i. e., the premium receipt, the application and the suicide clause, are all before you.

On May 6, 1957, the insured committed suicide (R. 55).

On that day both policies had been in effect more than two years, and the insurance company had collected premiums for two full years (R. 54 and Pet. Par. 3, R. 6 and Ans. Par. 3, R. 12).

Each policy provided that if the insured committed suicide within two years of the "Date of Issue" (claimed by insurer to be May 9 and July 6, respectively), liability would be limited to return of premium (R. 55).

In a suit on the two policies, this defense was sustained by the District Judge (R. 56). His opinion

was approved by the Court of Appeals without comment (R. 72).

Defendants' claim that the operation of the suicide clause was delayed until the actual dates upon which the policies were signed (May 9 and July 6, respectively) is inconsistent, we submit, with the receipt given for the initial premium on one policy (R. 31), and with the application for the second one (R. 53).

The receipt given for the payment of the initial premium on the first policy at the time the application was signed read in part as follows:

> "Insurance, subject to the terms and conditions of the policy contract, shall take effect as of the date of this receipt * * *" (R. 31.)

We contend that there can be but one reasonable interpretation of this language, that is, that the insurance, and all of it, and the policy in its entirety, would take effect on that day, and not on May 9, 1955, as the insurer successfully contended.

The application for the second policy asked the insurer to

> "Please date contract 16 April 1955 * * *" (R. 46.)

We submit that this application, which was accepted and which was acted upon, and which forms a part of the policy, required that the entire contract be dated, and be effective from April 16, 1955, and not from July 6, 1955.

The insurer concedes that it collected premiums on the entire risk on both policies from April 16, 1955,

to May 6, 1957. It further concedes that the policies, in part, had been in force and effect from April 16, 1955 (Pet. Par 3, R. 6 and Ans. Par. 3, R. 12).

We say that a single premium having been paid on the entire risk for all benefits, for all coverage, and for everything provided in the policy, the contract was indivisible, and each policy was in force in its entirety from April 16, 1955. (See *Figgins v. Life & Casualty Ins. Co.*, 151 So. 128, and *Smith v. Washington National Ins. Co.*, 56 So. (2d) 769.)

The trial judge did not agree that conflicts existed. He decided that there were no doubts, inconsistencies, or ambiguities in the policies and the attached applications, receipts, etc. (R. 48).

The trial judge agreed with us that the policies were in effect from April 16, but did not agree that the suicide and incontestable clauses commenced at that time. In this connection, he observed:

> "Clearly, the policies were in effect from April 16 for every purpose except the suicide and the incontestable provisions." (R. 48.)

In so holding, the Court followed the decision in the case of *Crowley v. Travelers Insurance Co.*, 196 F. (2d) 315 (Fifth Circuit), and it was upon this case that he based his decision (R. 48).

The Court of Appeals for the Fifth Circuit adopted his opinion without comment (R. 72-73).

REASONS FOR GRANTING A WRIT.

1. The decision of the trial judge, and of the Circuit Court of Appeal in the instant case, and the judgment of the Circuit Court of Appeals in the case of *Crowley v. Travelers Insurance Co.*, 196 F. (2d) 315 (Fifth C. C. A.), under authority of which this case was decided, are in conflict with the decision of this Court in the case of *Mutual Life Insurance Co. v. Hurni Packing Co.*, 68 L. Ed. 235, 263 U. S. 167.

Hurni's application, made on September 2, 1915, read, in part, as follows:

"Date policy August 23, 1915, age 47."

The policy, executed on September 7, 1915, was delivered on September 13, 1915.

Premiums were paid for the period beginning August 23, 1915.

The question presented to the Court was when the incontestable period provided in the policy commenced to run.

The Court held that the policy, for all purposes, was effective from August 23, 1915, the date of the payment of the first premium. It held that the incontestable period began to run on that date.

2. The decisions in the instant case, and in the *Crowley* case, *supra*, are in conflict with the decision of

the United States Circuit Court of Appeals for the Fifth Circuit in the case of *New York Life Insurance Co. v. McCarthy*, 22 F. (2d) 241.

The policy in the *McCarthy* case was issued on February 24 ,1927, but became effective on the third day of February, 1927, the date the first premium was paid.

The question before the Court again was when the incontestable period began.

The Court held that this was on February 3, 1927, the date the premium was paid, and not on February 24, 1927, when the policy was actually signed and delivered.

3. The decision in the instant case is in conflict with the decision in the case of *Horwitz v. New York Life Insurance Co.*, 80 F. (2d) 295 (Ninth Circuit).

The application for one of the policies involved in the *Horwitz* case, contained a request to

"Date Policy as of September 27, 1930."

The policy was actually issued and signed in New York on January 7, 1931, and was delivered on January 14, 1931.

The policy provided that it was incontestable

"after two years from its date of issue".

The Court held that the entire policy became effective as of September 29, 1930, the date the first premium

was collected. It also held that the incontestable period began then, and not on the date the policy was actually signed, issued and delivered, despite the provision we have quoted.

4. The decision in the instant case is in conflict with the decision in the case of *State Farm Mutual Life Insurance Co. v. Stapp*, 72 F. (2d) 142 (Seventh Circuit).

The *Stapp* case involved four policies, all dated January 12, 1931.

Premiums were paid on two of them on January 28, 1931, and on the other two on February 10, 1931.

All policies contained the following provision:

> "Policy shall not take effect until policy actually delivered and first premium paid."

The insured committed suicide on January 27, 1933, more than two years after the date of the policies, but less than two years after they were delivered and the premiums were paid.

The Court held that the suicide clause and the incontestable clause began on January 12, 1931, the date of the policies, despite the provision as to when they would take effect.

5. The decision in the instant case is in conflict with the decision in the case of *Schwartz v. Northern Life Insurance Co.*, 25 F. (2d) 555 (Ninth Circuit, Certiorari Denied, 278 U. S. 628, 73 L. Ed. 547).

The application in the *Schwartz* case was dated August 2, 1924, at which time a receipt was given for the payment of the first premium.

The receipt provided that the policy, if issued, would take effect from the date of a satisfactory medical examination.

Schwartz was examined on the same day, and the policy was issued and dated on August 14, 1924.

It contained a clause that it would be void if the insured committed suicide within one year

"from date policy becomes effective."

Schwartz committed suicide on August 9, 1925, within a year from the time the policy was issued and dated, but more than a year after the premium receipt.

The Court held that there was a conflict between the recitals of the policy and the language of the premium receipt, and that the latter was controlling. It held that the policy was effective from August 2, 1924, despite the fact that it was issued and dated on August 14, 1925.

6. The issues presented are of importance to all life insurance companies, as well as to all policyholders, and to their beneficiaries.

7. It is submitted that the decision in the instant case in favor of the defendant is erroneous, and that the decision of this Court in the *Hurni* case, *supra*, should prevail.

CONCLUSION.

For these reasons petitioner prays that a *writ of certiorari* be granted.

Respectfully submitted,

---

of STAFFORD & PITTS,
628 Murray Street,
Alexandria, Louisiana,
Counsel for Petitioner.

CERTIFICATE.

I certify that a copy of this petition for a *writ of certiorari* has been served upon counsel for defendant, Mr. Felix H. Lapeyre, by depositing a copy of same in the United States mail, addressed to him at his office at 1500 National Bank of Commerce Bldg., New Orleans, La., and upon Mr. Howard B. Gist, Jr., by depositing a copy of same in the United States mail addressed to him at his office at 918 Foisy Street, Alexandria, Louisiana, prior to filing in this Court.

Alexandria, Louisiana, this ____ day of May, 1960.

GROVE STAFFORD

APPENDIX "A".

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF LOUISIANA ALEXANDRIA DIVISION

CIVIL ACTION NO. 6460

MRS. AMELIA MILLS BYRAM

VS.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

	Messrs.
FOR PLAINTIFF	Stafford and Pitts 628 Murray Street Alexandria, Louisiana
FOR DEFENDANT	Chaffe, McCall, Phillips, Burke and Hopkins National Bank of Commerce Building New Orleans, Louisiana
	Gist, Murchison and Gist 918 Foisy Avenue Alexandria, Louisiana

---

HUNTER, JUDGE:

This suit on two life insurance policies issued by defendant was instituted in State Court and removed here on the basis of diversity.

One policy bears the number MP 14,742,108, and is in the face amount of $10,000. This policy bears a register date of April 16, 1955 and a date of issue of May 9, 1955. The second policy bears the number MP 14,785,307, and is in the face amount of $20,000. It bears the register date of April 16, 1955, and date of issue of July 6, 1955. Each of the policies named plaintiff, insured's wife, as beneficiary. Each policy contains the following clause:

> "SUICIDE. In the event of the suicide of the insured, sane or insane, within two years from the Date of Issue, the Society's liability will be limited to the payment to the person entitled to receive the first payment on account of the proceeds of this policy, of a single sum equal to the premiums actually paid under this policy less any indebtedness to the Society against this policy."

Plaintiff alleges that the insured died on May 7, 1957; that due proof of the death had been made; and that the policies were in full force and effect at the date of said death. Defendant answered, admitted the death, but alleged that the insured committed suicide and cited the clause relative to suicide contained in the policies, and averred that inasmuch as the death by suicide had taken place within two years from the "Date of Issue" of the policies, defendant's liability thereon is limited to a return of the premiums paid.

EVIDENCE

The case was submitted on the pleadings, certain exhibits, and a stipulation.[1] The facts as set forth in the stipulation establish, and the court finds, that the insured, a fine and outstanding citizen of Rapides Parish, Louisiana, took his own life on May 6, 1957 by committing suicide.

STATUTORY LAW

The Revised Statutes of the State of Louisiana, in effect at the time of application for and issuance of the above specified policies, and in effect at the time of death by suicide of the insured, contained the following provisions:

R. S. 22:170

"A. No policy of life insurance, except as stated in Sub-section C, shall be delivered or issued for delivery in this state unless it contains in substance the following provisions or provisions which in the opinion of the Secretary of State are more favorable to the policyholder:

* * * * * *

"(2) A provision that the policy shall be incontestable after it has been in force during the lifetime of the insured for a period of two years from its date of issue, except for non-payment of premiums and except for the conditions of the policy relating to military or naval service, or services auxiliary thereto; and at the option of the insurer, provisions relating to benefits in the event

[1] The stipulation, marked "P-D-1," is attached hereto and made a part hereof by reference.

of disability, as defined in the policy, and provisions which grant additional insurance specifically against death by accident or accidental means, may also be excepted." (Emphasis supplied.)

* * * * * * *

"B. No policy of life insurance delivered or issued for delivery in this state shall contain any provisions which excludes or restricts liability for death caused in a certain specified manner or occurring while the insured has a specified status, except the following provisions, or provisions which in the opinion of the Secretary of State are substantially the same or more favorable to policyholders:

Provisions excluding or restricting coverage in the event of death occurring:"

* * * * * * *

"(3) As a result of self-destruction while sane or insane within two years from the date of issue of the policy." (Emphasis supplied.)

R. S. 22:171

"No insurer shall knowingly deliver or issue for delivery in this state any policy or contract of life insurance which purports to be issued or to take effect as of a date more than six months before the application therefor was made, if thereby the premium on such policy or contract is reduced below the premium which would be payable thereon as determined by the nearest birthday of the insured at the time when such application was made. No agent or other representative of an insurer

shall in this state prepare, submit or accept any application for life insurance, which bears a date earlier than the date when such application was made by the insured or applicant, if thereby the premium on such policy is reduced as above stated. * * *".

The facts with respect to the issuance of the policies, etc. are somewhat similar, though there are certain differences which we will review.

On April 14, 1955, James E. Byram, Jr., signed a written application with the defendant for the $10,000 policy. The first monthly annual premium on this policy was $28.70 and Mr. Byram paid that amount on April 14, 1955. He received from Mr. McLure, defendant's soliciting agent, a written receipt, which reads as follows:

"RECEIVED of J. E. Byram, Jr., No. J 563581 Twenty-eight & 70/100 . . . . . Dollars the first monthly annual premium on proposed insurance for $10,000 on the life of J. E. Byram, Jr. for which Part I of an application bearing a corresponding number as above is this day made to The Equitable Life Assurance Society of the United States, Insurance, subject to the terms and conditions of the policy contract, shall take effect as of the date of this receipt, provided Part II of the application is furnished to the Society and provided the person whose life is proposed for insurance is on this date, in the opinion of the Society's authorized officers in New York, an insurable risk under its rules and the application is otherwise acceptable on the plan and for the amount and at

the rate of premium applied for; otherwise the payment evidenced by this receipt shall be returned on demand and upon the surrender of this receipt.

"Dated at Alexandria, La., 14 April, 1955

(Signed) J. M. McLure, Agent."

(Emphasis added.)

Mr. Byram was examined on April 16, 1955, and this policy was subsequently issued bearing a register date of April 16, 1955 and a "Date of Issue" date of May 9, 1955. The second policy ($20,000) was not applied for until June 9, 1955, but the application contained the following:

"Please date contract 16 April, 1955 conserving age 42. Issue on medical dated 16 April, 1955 in issuing contract No. 14,742,108."

This application was signed by both the insured and the agent, and on June 13, 1955, Mr. Byram issued his check to the Equitable for $172, representing the first quarterly premium on the policy. This check paid the premium on the policy for three months beginning April 16, 1955. This was the date that Mr. Byram specified in the application which the company accepted and acted upon.

DISCUSSION

The sole question in the case is: What was the date of issue? Doubts, inconsistencies and/or ambiguities in a contract of insurance must be resolved in favor of the insured a.. against the insurance company. Counsel for defendant argues that Mr. Byram paid to defendant premiums to cover all benefits and all rights

of whatever nature from April 16, 1955, until and beyond April 16, 1957—in short, that he paid for everything in the policies for more than two years. Then it is argued that one of the benefits which he bought and paid for was the start and the running of the incontestable clause, or the period of time within which the company could contest the validity of the policies. Plaintiff insists that it is inequitable to permit an insurance company to accept a premium making the effective date relate back to the date of application, and then by the use of the words "Date of Issue" to delay the beginning of the running of the suicide and incontestable provisions of the policy. A careful reading of the jurisprudence convinces us that we are not free to agree with plaintiff, and on the jurisprudence, defendant must prevail. Specific reference is made to Crowley v. Travelers Insurance Company, 5 C.C.A., 1952, 196 F. 2d 315; New York Life Insurance Co. v. Noonan, 9 C.C.A., 1954, 215 F. 2d 905; Davis v. Fidelity Mutual Life Insurance Co., 4 C.C.A., 1939, 107 F. 2d 150; Forrest, et al v. Mutual Benefit Life Insurance Company, N. Y. Supreme Court, 1949, 86 N.Y.S. 916, affirmed by App. Div., 89 N.Y.S. 488. No Louisiana case has been cited and the court has found none bearing on the specific problem before us, but the Louisiana Statute is the uniform one, and on the basis of authorities heretofore cited, we find that (1) There are no doubts, inconsistencies or ambiguities here. (2) The entire contract is set out in the policy and the application. Clearly, the policies were in effect from April 16th for every purpose except the suicide and incontestable provisions. The latter are on their face governed by the "Date of Issue", which was specifically stated in the policies to be May 9th and July 1st, respectively. The register dates and the date of

issue serve entirely different purposes. (3) The insured's suicide occurred within two years from the specified date of issue; hence, defendant's obligation is limited to the return of the premiums paid.

A number of authorities have been cited by the parties, and we feel, as heretofore stated, that the authorities cited by defendant are applicable and conclusive. In *Crowley* (supra), the Fifth Circuit, speaking through its Chief Judge, held that where a life insurance policy recited a certain date as an issue date, and that the suicide clause in the policy began to run from such date, and the contract date anterior to both application and date of issue which appeared on the first page of the policy was simply for the benefit of insured in the saving of premiums. There, the Fifth Circuit held that there was no ambiguity arising which would have required the rule of more favorable construction in favor of assured to be invoked. The following language used by Judge Hutcheson in *Crowley* is applicable here:

> "• • • that in both provisions the issue date is named as controlling; and that, this being so, the rule of the more favorable construction in favor of assured, invoked by appellant, is without application here.
>
> "The contract as a whole sets up two dates having different purposes and effects. The Contract Date, set up in capitals wherever used, fixes the date on which the premiums are to be paid, describes the period for which the term insurance policy is effective, and is also material in connection with the conversion privilege of the policy.

"The date of issue, the date issued, the issue date, serves the purpose of marking the time on, or from which, certain clauses in the policy, the incontestable clause, the suicide clause, begin to run.

"The Contract Date, anterior to both the date of application and the date of issue, was placed in the contract at the request of the insured and for his benefit in the saving of premiums.

"It thus appearing that the phrase, "the date of issue", "the date issued", serve one purpose, and the Contract Date quite another, all basis for the contention that there is a conflict or an ambiguity between application and contract falls, and the judgment is seen as a correct judgment in principle and well supported by authority. Davis v. Fidelity Mutual Life Ins. Co., 4 Cir., 107 F. 2d 150; Forrest v. Mutual Benefit Life Ins. Co., 275 App. Div. 939, 89 N.Y.S. 2d 488.

"The judgment is affirmed."

Counsel for plaintiff relies heavily on *Hurni*, decided by the Supreme Court of the United States in 1923.[2] The facts of Hurni are not the facts of this case. There, the policy was applied for on September 2, 1915 and the testimonium clause **(the only date mentioned in the policy)** read, "In Witness Whereof, the company has caused this policy to be executed this 23rd day of August, 1915." On trial, parole evidence was adduced to show that the policy had been physically executed on September 7, 1915 and delivered on September 13, 1915. It

[2] Mutual Life Insurance Company of New York v. Hurni Packing Co., 263 U. S. 166.

should be noted that in Hurni, the company antedated the policy entirely and without reservation as to the "Suicide" and "Incontestable" clause. In this case, the company expressly set forth the "Date of Issue", and expressly provided that the "suicide" and "incontestable" periods should run from those dates. That the defendant had a perfect right to do what it did here was expressly recognized by the Supreme Court of the United States in *Hurni:*

> "It was competent for the parties to agree that the effective date of the policy should be one prior to its actual execution or issue; and this, in our opinion, is what they did. Plainly, their agreement was effective to govern the amount of the premiums and the time of their future payment, reducing the former and shortening the latter, and, in the absence of words evincing a contrary intent, we are unable to avoid the conclusion that it was likewise effective in respect of other provisions of the policy, including the one here in question. This conclusion is fortified by a consideration of the precise words employed, which are 'from its (that is, the policy's) date of issue'; or, in other words, from the date of issue as specified in the policy. It was within the power of the Insurance Company if it meant otherwise, to say so in plain terms. Not having done so, it must accept the consequence resulting from the rule that the doubt for which its own lack of clearness was responsible must be resolved against it."

No useful purpose is to be served here by reviewing the details of the various cited cases. Suffice it to

say that *Crowley*, supported by *Noonan*, *Davis* and *Forrest*, and by the broad principles laid down by Hurni, control the instant case.

Plaintiff's suit should be dismissed and plaintiff is referred to the money placed in the Registry of Court as a refund of premiums paid ($2,166.60).

This memorandum does not constitute a final judgment. It will be final only after the signing of a formal judgment, which should be submitted, together with appropriate findings by counsel for defendant.

THUS DONE AND SIGNED in Chambers at Lake Charles, Louisiana, on this the 15th day of June, 1959.

/s/ Edwin F. Hunter, Jr.
UNITED STATES DISTRICT JUDGE

Filed June 16, 1959
Alton L. Curtis, Clerk

APPENDIX "B".

(Title omitted)

No. 6460

JUDGMENT

This cause came on to be heard on March 5, 1959, was submitted on pleadings, certain exhibits and a stipulation, and was argued by counsel, both orally and by briefs, and thereupon, upon consideration thereof, the Court having heretofore rendered and filed an opinion and made and filed findings of fact and conclusions of law, it is hereby:

ORDERED, ADJUDGED AND DECREED that this action be and it is hereby dismissed on the merits at plaintiff's costs in the action and that plaintiff be and she is hereby referred to the $2,166.60 placed by defendant in the registry of this Court as a refund of premiums paid on the policies sued upon in this action.

July 9th , 1959.

/s/ Edwin F. Hunter, Jr.

United States District Judge

Filed July 10, 1959

Alton L. Curtis, Clerk

APPENDIX "C".

IN THE
UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 17985

MRS. AMELIA MILLS BYRAM,

Appellant,

versus

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES,

Appellee.

Appeal from the United States District Court for the Western District of Louisiana.

(February 11, 1960.)

Before RIVES, Chief Judge, and HUTCHESON and JONES, Circuit Judges.

PER CURIAM: After careful consideration we find ourselves in full agreement with the full and able opinion of the District Court rendered on June 15, 1959, and now reported in . . . . F.Supp. at p. . . . . For the reasons and upon the authorities there set forth the judgment is

AFFIRMED.

A true copy:
Test: EDWARD W. WADSWORTH,
Clerk, U. S. Court of Appeals,
Fifth Circuit, New Orleans, Louisiana.
April 7, 1960

APPENDIX "D".

JUDGMENT

Extract from the Minutes of February 11, 1960.

MRS. AMELIA MILLS BYRAM,

No. 17985 versus

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

This cause came on to be heard on the transcript of the record from the United States District Court for the Western District of Louisiana, and was argued by counsel;

On consideration whereof, It is now here ordered and adjudged by this Court that the judgment of the said District Court in this cause be, and the same is hereby, affirmed;

It is further ordered and adjudged that the appellant, Mrs. Amelia Mills Byram, and the surety on the appeal bond herein, United States Fidelity and Guaranty Company, be condemned, in solido, to pay the costs of this cause in this Court for which execution may be issued out of the said District Court.

* * * * * *

APPENDIX "E".

ORDER DENYING REHEARING.

Extract from the Minutes of March 31, 1960.

MRS. AMELIA MILLS BYRAM,

No. 17985 versus

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

It is ordered by the Court that the petition for rehearing filed in this cause be, and the same is hereby, denied.

* * * * * * *